

RECEIVED

2006 SEP -5 PM 1:15

PUBLIC EMPLOYMENT
RELATIONS BOARD

BUS DRIVER'S MASTER CONTRACT

Sioux City Community School District

&

Bus Driver Association

July 1, 2006 ~ June 30, 2009



TABLE OF CONTENTS

ARTICLE 1	MANAGEMENT, EMPLOYEE COOPERATION	2
ARTICLE 2	SALARY AND BENEFIT DISCUSSIONS.....	2
ARTICLE 3	MINIMUM PAY PROVISIONS.....	3
	ATTENDANCE BONUS	4
ARTICLE 4	GRIEVANCES AND GRIEVANCE PROCEDURES	5
ARTICLE 5	LEAVES OF ABSENCE.....	7
ARTICLE 6	SICK LEAVE	8
ARTICLE 7	MISCELLANEOUS LEAVE PROVISIONS	9
ARTICLE 8	VACATIONS	11
ARTICLE 9	GENERAL SENIORITY.....	12
ARTICLE 10	REDUCTION IN PERSONNEL/RE-EMPLOYMENT.....	12
ARTICLE 11	TIME ALLOWANCES	13
ARTICLE 12	WAGE RATES AND CLASSIFICATIONS-BUS DRIVERS	14
ARTICLE 13	ACCIDENT PREVENTION	14
ARTICLE 14	INSURANCE.....	15
ARTICLE 15	PHYSICAL EXAMINATIONS	16
ARTICLE 16	MISCELLANEOUS ITEMS	17
ARTICLE 17	DEDUCTION	18
ARTICLE 18	TRANSFERS.....	19
ARTICLE 19	SEPARABILITY	21

Dear Employee:

The Sioux City Community School District and the Bus Driver Association thank you for your service and dedication to the students of our District. It is through employees such as yourself that we develop young minds that are the future of our community and our society.

Although we hope you never encounter problems that become an impediment to your success, we understand that sometimes problems do occur. The District offers all our employees and their families access to an Employee Assistance Program, which can help you work through personal, family, emotional and mental health issues. This service is free to our employees and family members and can be an invaluable resource in helping to work through these issues.

Should you ever encounter problems at work of such a nature as to feel threatened or harassed, whether by a student or another employee, it is important for you to know that you have a variety of ways to seek assistance. The District takes all forms of harassment very seriously and will not tolerate any such harassment. Should you believe you are encountering such a problem you should immediately contact someone of authority that can either take action or bring it to the attention of someone who can take appropriate action. Some options include, your principal or department leader, the District Equity Director, the Director of Human Resources, your Union Business Agent or representative, the Assistant Superintendent or the Superintendent. **The primary point to remember is, tell someone so the district can become aware of the problem and take the appropriate action to resolve it.** Again, we hope you will never have such a problem but if you do, seek help from the resources available within the district and the issue will be addressed quickly and decisively.

We hope you find your position with the district challenging, rewarding and enjoyable. Thank you for all that you do.

GENERAL PROVISIONS
ARTICLE 1
MANAGEMENT, EMPLOYEE COOPERATION

- SECTION 1. The District recognizes the right of its employees to meet and confer collectively through representatives of their own choice.
- SECTION 2. When the term "employee" is used in the Master Contract, it shall mean a regular school bus driver, flex driver or dispatcher. Both full and part time are included. Temporary and substitute drivers are not included.
- SECTION 3. The District will continue to exercise the exclusive right to set its policies, to manage its business in the light of experience, good business judgment and changing conditions; to determine the qualifications for and to select its managerial and supervisory forces; to determine the number of employees it will retain in its service at all times, and to make rules and regulations governing the operation of its business and the conduct of its employees.
- SECTION 4. The employees shall work at all times to the best interest of the District; and they shall perform efficient service in their work; they shall operate and handle the District vehicles carefully and with utmost regard to the safety of their passengers, the general public and the equipment; they shall operate and handle the District vehicles at all times in full compliance with the rules of the District, city ordinances and State laws.

ARTICLE 2
SALARY AND BENEFIT DISCUSSIONS

- SECTION 1. It is mutually agreed that all business covered by this Master Contract shall be transacted between the properly accredited officers or agents of the School District, and the regularly elected officers of the Bus Driver Association or accredited committee.
- SECTION 2. The Association agrees to furnish the District an up to date list of its officers and committee members, and to immediately notify the District of any and all changes thereto.
- SECTION 3. SALARY WAGE SCALE. See Section 1 of Article 12.
- SECTION 4. ADVANCEMENT ON THE SALARY SCHEDULE: The above schedule will be in effect until June 30, 2009. Placement on the appropriate step will be done in the same manner as past practice. An employee must work at least 51% of the number of days of the past school year as a regular driver to secure eligibility to be

advanced to the next higher step. Service of one semester or less will not count for advancement.

SECTION 5. PAID HOLIDAYS: All regularly assigned bus drivers (this does not include temporary employees or substitute bus drivers but does include flex drivers) will receive nine (9) paid holidays per year: Labor Day (1), Thanksgiving (2), Christmas (2), New Years Day (2), Good Friday (1) and Memorial Day (1). Drivers who work regularly scheduled bus runs in the entire summer will receive one additional paid holiday for the Fourth of July (1). Dispatchers shall receive ten (10) paid holidays as noted above, including the Fourth of July.

SECTION 6. VACATION DAYS: Refer to Article 8 for all references to vacation.

SECTION 7. WORK YEAR: The normal work year for drivers will consist of one hundred eighty (180) work days. This could vary by one or two days upward or downward in a few situations. Storm holidays are normally made up and drivers would be paid for the make-up day, but not the storm day. The District will attempt to make the decision as to a storm holiday prior to 6:00 a.m. Dispatchers will normally work twelve (12) months from July 1 through June 30.

SECTION 8. PAID LEAVES: All paid leaves, as outline in this Agreement, shall be prorated as follows:

- A. If hired after the beginning of the school year but before the end of the first quarter - the employee shall be entitled to 3/4 of the paid leaves.
- B. If hired after the first quarter but before the end of the first semester - the employee shall be entitled to 1/2 of the paid leaves.
- C. If hired after the second semester but before the end of the fourth quarter - the employee shall be entitled to 1/4 of the paid leaves.

ARTICLE 3 MINIMUM PAY PROVISIONS

For the duration of this contract period the minimum salary paid for a regularly scheduled bus run will be two (2) hours. This applies to what is termed a regularly scheduled school bus for the morning or afternoon sessions. A mid-day or noon run shall have a minimum payment of two (2) hours. Unique situations such as picking up a student in a car or taking students on an extra trip which requires less than one (1) hour would not be covered by the two (2) hour minimum.

Regular runs are to be number 1 priority. Any trip that is within one (1) hour of the regular run and less than two (2) hours is to be paid from the end of the route.

Any trip that qualifies as a call-out is to be paid a two (2) hour minimum. (A call-out shall

be defined as a special or extra trip which is more than one (1) hour before or after a regularly scheduled run is to start or end.)

A special trip requiring more than two (2) hours of time shall receive payment for twenty (20) minutes of preparation time, fifteen (15) minutes to travel from the transportation center to the point of student departure, plus the actual time of the trip. This applies only to the trips originating from the transportation center, and not those which take place directly before or after a bus run.

A school bus shall not be left unattended with persons on the bus at any time. Drivers are to stay with their bus when on a special trip unless special arrangements have been made and approved in advance with the Director of Physical Operations.

If a scheduled special trip is canceled and the assigned driver is not provided with ample notice to prevent her/his showing up for the trip, a special call out payment will be made. This extra payment shall be made only in situations when the driver is involved in an additional or unnecessary personal trip to the transportation center. A total minimum period of two (2) hours will be paid if the bus leaves the transportation center.

When a bus driver with three (3) regular runs per day makes only two (2) trips due to an emergency or weather related school closing, the missed trip shall have a two (2) hour payment.

Bus drivers will be paid for all hours which they are required to work in connection with the inspection of their buses by state officials.

ATTENDANCE BONUS

The purpose of the attendance bonus is to reward regular bus drivers and dispatchers who work the entire school year and have an excellent attendance record. The School District will pay the attendance bonus during the months of July or August, based on the employee's attendance record from the opening day of school through the final calendar day. Only sick leave is involved in the attendance bonus payment. This is a plan for regular drivers (those driving three or more hours per day for 51% or more of the school year) and dispatchers. Drivers with three (3) hours or less per day will not be eligible for consideration. A partial sick day shall count as a day.

Full-Time Drivers:

No absence due to illness	\$250.00 bonus
One day absence due to illness.....	\$150.00 bonus

ARTICLE 4
GRIEVANCES AND GRIEVANCE PROCEDURES

SECTION 1. A grievance is defined to be a claim that there has been a violation, misrepresentation, or misapplication of any provision of this Master Contract.

SECTION 2. In the settlement of grievances under the terms of this agreement the following shall be observed:

- A. No grievance shall be entertained or considered unless it is presented in writing, on forms provided by the Union, within fourteen (14) calendar days after the act or incident occurred which gave rise to the controversy involving the interpretation or application of the terms of employment as herein set forth.
- B. If a grievance is presented in a due and timely manner as herein provided by the Steward or designated official of the Association or AFSCME/Council 61, the designated official of the School District will meet with the Steward or designated official of the Association or AFSCME/Council 61 at a mutually agreed upon time and place and attempt to resolve the grievance. This meeting will be held within seven (7) days after the District receives such grievance. A written answer will be prepared by the appropriate official of the School District and will be given to the grievant and the Steward or designated official of the Association or AFSCME/Council 61 within seven (7) calendar days following the grievance meeting.
- C. In the event a grievance has not been satisfactorily resolved at the above step, the grievance must be appealed within seven (7) calendar days by filing a copy of the grievance with the Superintendent of Schools or his/her designee. The Superintendent or designee will meet with the Steward or designated official of the Association or AFSCME/Council 61 at a mutually agreed upon time and place and attempt to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) calendar days of the date of the meeting and communicate it in writing to the Steward or designated official of the Association or AFSCME/Council 61.
- D. Any grievance not resolved at STEP C of the grievance procedure may be appealed by the Union by written notice of a request for arbitration signed by the Union President or the representative of AFSCME/Iowa Council 61 and submitted to the Superintendent or his/her designee within ten (10) calendar days of receipt by the employee of the Superintendent's or designee's written answer at STEP C. Within ten (10) calendar days of receipt by the Superintendent of the written notice of request for

arbitration, representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. If the Employer and the Union fail to agree on an arbitrator, they shall within ten (10) days of the arbitration notice jointly request the Public Employment Relations Board (PER Board) to submit a list of seven (7) arbitrators. Within ten (10) days after receipt of such list, the designated representatives of the Employer and the Union shall meet and shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list until six (6) names have been struck. The seventh and remaining person shall act as arbitrator.

The hearing shall be scheduled within sixty (60) days after the date of the selection of the arbitrator. After hearing such evidence as the parties desire to present, the arbitrator shall render a written opinion and award. The arbitrator shall have no authority or power to add to, subtract from or modify or amend any term of this Agreement. The arbitrator shall have no authority or power to substitute his/her discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be final and binding upon the parties. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

- E. The failure of an employee or the Union or its representatives to properly initiate or appeal a grievance to the next step within the time limits specified above shall bar initiation or further appeal. The failure of an administrator designated herein to reply to or answer a grievance within the time limits specified above shall constitute an automatic appeal to the next step of the Grievance Procedure. The time limits specified above may be extended by mutual agreement.
- F. All grievances shall be presented, discussed, and processed on the employees' non-working time.

SECTION 3. Nothing in this Article herein above contained shall prevent proper representatives of either party from discussing any and all matters pertaining to grievances prior to their reduction to written form.

SECTION 4. The time limits set forth in this Article shall be based on calendar days.

ARTICLE 5
LEAVES OF ABSENCE

SECTION 1. Employees applying for reinstatement after a leave of absence of more than thirty (30) days must be able to qualify for the job under the then existing employment standard of the District, and their compensation shall be at their step placement at the time of their leaving on a leave of absence. Employees returning from a leave of absence must return to positions which are available at the time of their return. The District shall not be required to create a vacancy to enable an employee to return from a leave of absence.

Employees returning from a leave of absence at the beginning of the school year will be allowed to bid using their seniority at the time of their return from a leave of absence.

SECTION 2. MATERNITY LEAVE: Sick leave benefits for maternity leave shall be granted for the period medical confinement (herein after defined) occurring during the time of regular work period pursuant to the following provisions:

- A. Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave. Sick leave benefits for maternity, to the extent of an employee's accumulated earned sick leave, shall be the time medically indicated for termination and recommended of duties.
- B. An employee who is pregnant shall inform the Transportation Supervisor, or designee, of her expected date of confinement not later than the beginning of the fourth month of pregnancy. At that time, the employee shall give notice in writing to the Transportation Supervisor, or designee, of the expected date of childbirth, whether the employee plans to continue to perform her duties during the period of pregnancy, the date when she expects to commence her leave for maternity and the date she expects to return to work following childbirth. Should the employee not plan to return to work after the time of her medical confinement, she shall inform the Transportation Supervisor, or designee, in writing not later than the end of the sixth month of pregnancy.
- C. A leave of absence beyond the time of medical confinement for pregnancy and childbirth shall be granted or denied without salary or sick leave benefits, in the same manner and for the same reasons as leave of absences are granted or denied to all employees.

ARTICLE 6 SICK LEAVE

- SECTION 1. Each regular driver shall be granted sick leave pay of fifteen (15) normal working days per year. Twelve month dispatchers shall be granted seventeen (17) sick days per year. Sick leave is granted for medically related disability and is intended to be used only when an employees physical illness prevents her/him from performing her/his duties. Sick leave is also granted for the period during which the employee is required by a doctor's orders to be examined or tested at a hospital. Every effort will be made by the employee to schedule appointments outside of work hours.
- A. Paid sick leave shall be charged on either a full day, half-day, or one third day basis. Requests for sick leave must be made a minimum of one (1) hour before the employee is regularly scheduled to report to work. Sick leave application must be submitted on the first work day following the illness.
- SECTION 2. An employee claiming sick leave may be required by her/his supervisor to file a certificate proving illness and signed by a physician. This requirement is intended to be invoked when an employee has a poor attendance record or when the District has reason to believe that the employee is misusing sick leave.
- A. Unused sick leave shall be accumulated up to and including one hundred and thirty (130) work days.
- SECTION 3. An employee who is physically able must report any injury within twenty-four (24) hours, however minor, to her/his supervisor.
- SECTION 4. JOB RELATED INJURY: Employees who are absent due to injuries which are compensable under the Iowa Workers' Compensation Law shall have the option of either receiving their worker benefits or their regular salary for the period equal to their accumulated sick leave benefits. Employees choosing the latter option shall have their sick leave benefits reduced by one day for each day of absence due to a job related injury.
- SECTION 5. Employees who are ill and unable to perform their normal duties must call the District's transportation office at least forty-five minutes prior to their starting time. For a continued absence it is permissible to call after 2:00 p.m. on the day previous to the absence.
- SECTION 6. When there is no school, a driver will not be charged for a day of sick leave. Example: If there is a storm holiday and the driver has been off ill on both the previous day and the day following the storm holiday, he or she would not be

charged for sick leave on the storm holiday. If the office is considered open, dispatchers shall report for duty or take a vacation day.

ARTICLE 7 MISCELLANEOUS LEAVE PROVISIONS

SECTION 1. JURY DUTY: No employee covered under this Agreement shall suffer loss in regular pay for the time actually spent in jury service. During such service they shall receive their regular rate of pay for each scheduled work day loss, less the amount of pay received from jury service.

SECTION 2. BEREAVEMENT: A leave of not more than five (5) days within any five (5) consecutive work day period, with full pay, will be granted in case of death in the immediate family of an employee; said immediate family to be limited to the following relative, to wit: parent, parent-in-law, child, wife, husband, brother, sister, grandchild or any member of the household of the employee.

A leave of not more than three (3) days, within any three (3) consecutive work day period, with full pay, will be granted in the event of death of son-in-law, daughter-in-law, step-parent, step-child, stepsister, step-brother, brother-in-law, sister-in-law.

A leave of not more than one (1) day, with full pay, will be granted in the case of a death of the following relatives of the driver, to wit: grandparent, grandparent-in-law, uncle, aunt, nephew, niece, or first cousin, except if such relatives have been current members of the household of the employee, then the previous paragraph shall apply.

In the event of the death of a bus driver in the Sioux City Community School District, the Superintendent, or his/her designee, shall grant sufficient time to attend the funeral to such number of employees as the Superintendent or his/her designee deems appropriate.

SECTION 3. STORM HOLIDAYS: The normal work year for drivers during the school year will consist of 180 driving days each. This could vary by one or two days upward or downward in a few situations. Storm holidays are normally made up and drivers would be paid for the make-up day. The District will attempt to make the decision as to a storm holiday prior to 6:00 a.m. The normal work year for the dispatchers shall be July 1 through June 30.

SECTION 4. SUBPOENA: If an employee while on duty witnesses an accident and is subpoenaed as a court witness, he/she shall receive his/her regular day's rate of pay for each scheduled work day lost, or lost time and subpoenaed reimbursement.

SECTION 5. PERSONAL LEAVE: During each year of this Agreement each employee may be eligible for one paid personal leave day, depending upon the approval of the

Superintendent or his/her designee. The employee must request approval in writing from his/her supervisor at least five (5) days prior to the requested use of the personal leave day. No personal leaves shall be granted for the day immediately preceding or the day immediately following a holiday or vacation period. Due to difficulty in assigning substitutes for partial days, employees are encouraged to take personal leave on full-day basis.

SECTION 6. HOSPITAL LEAVE: A leave of not more than two (2) days of hospital leave will be granted for each member of the immediate family as follows: parent, child, wife, husband, or any member of the immediate household of the employee, who is admitted as a regular or overnight hospital patient. Same day surgery does not constitute hospitalization under this section.

SECTION 7. EMERGENCY LEAVE: Each employee may be granted one (1) day of emergency leave per year due to emergency causes. Said leave is dependent upon the approval of the employee's immediate supervisor and/or the Superintendent's designee.

Emergency leave is intended to provide leave with full salary in cases of serious emergency, which prohibits the employee from working on a particular day. Emergency leave is not intended to be used for personal business or in situations where other solutions can be worked out. Emergency business must be of critical nature and such that it cannot be conducted at any other time than during working hours.

Requests for emergency leave are to be approved in advance. Such requests are to be approved in advance whenever possible. Such requests are to be submitted to your immediate supervisor in writing on the form provided. In event of an emergency, which prohibits prior approval, permission may be secured by telephone or in person, and then followed by a written request within five (5) work days following the employee's return to duty. All requests, both approved and disapproved, are to be forwarded to the Director of Human Resources for tabulation and study.

SECTION 8. DEDUCT LEAVE: Regular attendance to perform assigned duties as a bus driver is recognized to be of vital importance to both the School District and the driver. It is also recognized that bus drivers have one personal leave day per year, and that occasionally they may have a legitimate need for additional time away from regular duties on a full deduction basis. Said requests must be in writing to the Director of Transportation in advance (normally three working days) so that ample time may be available for approval or rejection, and to secure a substitute driver. Approval of this type of leave is at the discretion of the Director of Operations and Maintenance or his designee and will be limited in nature.

Deduct Days:

- A. Limited to four (4) per year.
- B. Additional deduct days may be granted when due to extreme emergencies by the Director of Operations and Maintenance or his designee.
- C. Will not be authorized during the first five (5) days of the school year.
- D. Will not be authorized during the last five (5) days of the school year.

SECTION 9. TEMPORARY LEAVES OF ABSENCE:

- A. The Family Medical Leave Act policy of the Board of Education will be followed in all cases of qualifying medical need on the part of the employee or the employee's immediate family.

SECTION 10. HEALTH AND SAFETY

- A. Tobacco Products: Employees will follow the policy developed by the Board of Education not to use tobacco products on school grounds, school vehicles, and school building.
- B. Drug Testing: Employees will follow the policy developed by the Board of Education for the required testing of bus drivers as set forth by the federal and state laws and regulations. Employees will be paid for all time required to comply with the drug testing laws and will be paid mileage if they drive their personal vehicle to and from the drug testing site. The notification process will be kept strictly confidential.

**ARTICLE 8
VACATIONS**

All regularly assigned part-time and full-time bus drivers (this does not include temporary employees or substitute bus drivers) and who begin on or before the first day of regular classes as a regular driver will receive six (6) paid vacation days. These days will be used during the winter and/or spring break periods as determined by the Director of Physical Operations. Vacation time is intended only for eligible drivers who are on duty at the above indicated times. Dispatchers shall receive vacation on the following schedule: one week of vacation following the first full year of employment, two (2) weeks of vacation following two (2) full years of employment, three (3) weeks of vacation following eight (8) full years of employment, and four (4) weeks of vacation following fifteen (15) full years of employment.

ARTICLE 9 GENERAL SENIORITY

SECTION 1. DEFINITION:

“Seniority” means a regular employee s length of service since his/her last date of hire. Seniority shall be computed on the total continuous service with the School District. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a regular position.

(The seniority and date of employment of all employees as presently established shall be deemed to be correctly established as of the effective date of this agreement. Employees may not hold seniority in more than one (1) bargaining group of the District. Seniority may not be transferred from one bargaining group to another.)

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

SECTION 2. PROBATIONARY PERIOD:

A new full-time or part-time employee shall service a probationary period of one hundred twenty (120) calendar days. Probationary employees may be terminated for any reason without recourse to any procedures in this Agreement.

SECTION 3. SENIORITY LISTS:

On September 15th, the Employer shall post on appropriate bulletin boards a list showing the employees’ seniority date. A copy of the seniority list shall be sent to the Union president when it is posted. An employee shall have ten (10) days to protest the seniority listing as inaccurate otherwise it shall stand as posted.

ARTICLE 10 REDUCTION IN PERSONNEL / RE-EMPLOYMENT

SECTION 1. When necessary to reduce employees, lay-offs shall be in reverse order of seniority, if skill, ability, driving record and qualify of work are equal. Dispatchers shall be considered in a separate classification for purposes of staff reduction.

SECTION 2. When regular force of bus drivers are increased, former bus drivers of the District who were laid off in accordance with the provisions of this Article shall be offered re-employment in reverse order in which they were laid off; provided that this Agreement or any renewal, amendment or extension thereof is still in effect and no more than two (2) years have elapsed since their lay-off.

SECTION 3. When a lay-off exceeds sixty (60) days, the person offered reemployment under the provisions of this Article shall pass a physical examination, if required by management, conducted by a doctor selected by the District, and such person shall be subject to the then existing conditions of employment of the District.

SECTION 4. In the re-employment of personnel as provided in this Article the following procedure will be followed:

- A. The District will attempt to notify each person to be re-employed to report for work by certified U.S. Mail (return receipt requested). Such letter shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Association. By so doing, the District shall have discharged its obligations under this Article. Employees who were laid off must keep the District and the Association supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and re-employment rights.
- B. Persons notified must report for work within ten (10) days after the date of the mailing of the letter, or lose their seniority and re-employment rights; however, this ten (10) day period may be extended under certain conditions mutually agreeable to by both parties of this Agreement.

ARTICLE 11 TIME ALLOWANCES

All bus drivers are required to report for duty at the garage twenty (20) minutes prior to their schedule route departure time. The preparatory time is provided for the inspection of equipment and other duties required to perform their work. There will be twenty (20) minutes preparation time in the morning prior to the buses first trip of each day and ten (10) minutes preparation time in the afternoon of each day. Preparation time is limited to regular runs unless a special trip qualifies as a call out.

ARTICLE 12
WAGE RATES AND CLASSIFICATIONS - BUS DRIVERS

SECTION 1. A current hourly wage scale for District bus drivers:

HOURLY RATE BY YEAR:	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Step 1	\$13.94	\$14.36	\$ 14.79
Step 2	\$14.59	\$15.03	\$ 15.48
Step 3	\$14.99	\$15.44	\$ 15.90
Special Runs	\$11.66	\$12.01	\$12.37
Dispatchers	\$ 16.00	\$ 16.48	\$16.97

SECTION 2. All special trips and all assigned and approved extra work outside the regular job description shall be paid at the rate established in Section 1 for "Special Runs."

SECTION 3. Inspection Rate: Shall be equal to the bus driver s salary step.

SECTION 4. Longevity: Effective July 1, 2003, the following longevity differentials will be paid and will not be subject to proration:

After five (5) years of service	05 cents per hour
After ten (10) years of service	10 cents per hour
After fifteen (15) years of service	15 cents per hour
After twenty (20) years of service	20 cents per hour
After twenty-five (25) years of service	25 cents per hour
After thirty (30) years of service	30 cents per hour

ARTICLE 13
ACCIDENT PREVENTION

SECTION 1. The employees and the School District recognize that accident prevention work is necessary to the operation of the District s transportation system. Safety meetings and general accident prevention work is mutually beneficial both to the employee and the District.

SECTION 2. ACCIDENTS: Any accident involving the District or its property in any manner shall be reported by all employees involved in the method prescribed by the District or its representative. Such reports shall be made and delivered to the Director of Transportation within twelve (12) hours of the accident.

SECTION 3. ACCIDENT REPORTS: The District will provide payment for all time actually spent completing required vehicle or student accident reports.

ARTICLE 14 INSURANCE

SECTION 1. Regular full time bus drivers shall be defined to mean those drivers who are regularly employed for more than thirty (30) hours per week.

SECTION 2. The District will provide group term life insurance for all regular full-time school bus drivers in the amount of \$25,000. If the insurance carrier so agrees, the employee shall have the option of purchasing an additional equal amount of term life insurance.

SECTION 3. Bus drivers who regularly work more than fifteen (15) hours per week but less than thirty (30) hours per week, may be allowed to pay for their own term life insurance premiums on a payroll deduction basis, provided that the insurance company and insurance representative so agree.

SECTION 4. For the 2006-2007 contract year the School District will pay two hundred dollars (\$200.00) per month toward the health and drug insurance premiums for a school bus driver who works at least a minimum of fifteen (15) hours per week, and not more than thirty (30) hours per week on a regular basis. This contribution will increase ten (10) dollars each year for the remaining two tears of the contract (to \$210 and \$220 respectively).

For the 2006-2007 contract year the School District will pay three hundred forty-five dollars (\$345.00) per month toward the health and drug insurance premiums for drivers who work thirty (30) hours or more per week. This contribution will increase five (5) dollars each year for the remaining two tears of the contract (to \$350 and \$355 respectively).

Any amount in excess of premium payment will be applied to the Medical Flex Plan. District contribution toward dental, life, LTD shall be the same as in 1997-98.

Twelve month dispatchers will receive a District contribution of \$493.50 per month for employees who elect single health care coverage or \$613.50 for employees who elect family health care. This monthly contribution will be used to offset costs of health care, dental, life insurance, and LTD insurance. 12-month employees are required to elect single health, dental, life and long-term disability insurance. The difference between the District contribution and the cost is paid by the employee.

Eligibility will be figured on October 1 for the first semester and February 1 for the second semester. These two days will be the only dates during the year when

a driver's name may be added or deleted in regards to eligibility for the insurance program. Eligibility will be determined on regular assigned runs. New members added to regular permanent runs will be added on the first of the month following their employment date.

SECTION 5. SECTION 125 Plan

Section 125 of the Internal Revenue Code allows an employer the opportunity to set up a flexible premium for employees. The Employer agrees to offer employees the flexible premium plan under the rules and regulations of Section 125 of the Internal Revenue Code whereby employees on a voluntary basis will be able to use pre-tax income to pay for out-of-pocket un-reimbursed medical costs and dependent care costs.

**ARTICLE 15
PHYSICAL EXAMINATIONS**

SECTION 1. The District may require any of its employees to submit at any time to a physical examination by a licensed physician selected by the Superintendent or his/her designee. The cost of such examination shall be paid by the District.

SECTION 2. As a condition of continued employment with the District, any physical examination provided for must reveal the physical and mental fitness of the employee involved to perform their duties. They may, at their option, have a review of their case in the following manner:

- A. Employees may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further examination for the same purpose as the physician employed by the District. A copy of the findings of this physician chosen by the employee shall be furnished to the District. In the event that such findings verify the findings of the physician employed by the District, no further medical review of the call shall be afforded.
- B. In the event that the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the District, the District, at the written request of the employee involved, will ask that the two (2) physicians agreed upon appoint a third qualified, licensed, disinterested physician for the purpose of making a further physical examination. The findings of a majority of the three examining physicians shall determine the disposition of the case and be final and binding upon all parties hereto. The expenses of the employment of such third medical examiner shall be shared by the District and the employee.

SECTION 3. Should any physical examination above provided for reveal physical or mental unfitness caused by disease or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, depending upon the particular circumstances of each case:

- A. The employee involved may continue working, with the approval of the School District's physician, while undergoing medical treatment.
- B. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to the employee's physical and mental fitness to perform the duties again for which the employee was hired; provided however, such leave of absence shall not extend for a period of more than one (1) year. Such a leave of absence shall further be subject to the provisions of the article relating to leaves of absence, and any employee on leave of absence because of physical or mental unfitness to perform his/her duties may be required to supply the District with a physician's report covering his/her condition at least one every sixty (60) days.

SECTION 4. The School District shall provide up to a maximum of ninety dollars (\$90.00) in a two year period (24 calendar months) for the State required physical examination, to include all required shots and tests.

ARTICLE 16 MISCELLANEOUS ITEMS

- A. Substitute bus drivers shall be paid at Step 1, according to the route being driven. If a driver works as a substitute for fifty (50) consecutive work-days on the same run, he/she shall receive full salary and benefits for Step 1.
- B. The District shall provide space for a bulletin board for employee usage.
- C. The District shall pay the total cost of the employee's commercial drivers license (CDL).
- D. When the District, the State of Iowa, or other governmental agency requires employees to attend special schools of training programs, the District shall compensate employees for salary and expenses which are consistent with District policy. All requests for special schools and training must be approved by the employee's immediate supervisor, the Transportation Supervisor. All requests for special schools and training must be submitted thirty (30) days prior to first day of the training.
- E. All required meetings/training will be compensated at the employees regular rate established in Section 1 of Article 12 above.

- F. Special trips for overnight stays shall be paid at the rate on the salary schedule in Section 1 of Article 12 above, and compensation shall be based upon 12 hours minimum guaranteed first night and actual hours worked for subsequent days (defined as driving or supervising the bus).
- G. This Master Contract between the Sioux City Bus Driver Association and the Sioux City Community School District shall be in effect for a period from July 1, 2004, to June 30, 2006. There will be NO reopener during this contract period.
- H. The Employer will provide each Bus Driver with the School District Handbook.

ARTICLE 17 DEDUCTION

SECTION 1. DEDUCTION AUTHORIZED:

In accordance with the provisions of this Article, the District shall deduct certified regular monthly Association dues and fees from the pay of each employee, provided that at the time of such deduction the District has in its possession a written authorization executed by the employee on the form provided by the Association.

SECTION 2. EFFECTIVE DATE:

The effective date of the written authorization shall be the first day of the payroll period immediately following receipt of the form provided by the Association. To make the next payroll period, the form must be submitted within ten (10) days prior to payroll being issued.

The written authorization for deduction may be terminated by the employee with written notice to the Employer and the Union within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

SECTION 3. REMITTING OF DUES:

At least once per month, the District shall remit the amounts thereof showing the names, addresses, social security numbers, and amounts of dues withheld of employees to AFSCME/IOWA Council 61.

SECTION 4. INDEMNIFICATION:

The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders, or judgments arising out of the operation of this Article.

SECTION 5. PAYMENT PROBLEMS:

The District shall check off only certified monthly dues and fees for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues and fees shall not be deducted from subsequent pay periods. In such event, it shall be the Association's responsibility to collect these dues and fees from the employee.

SECTION 6. PEOPLE DEDUCTION

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision, within fifteen (15) days from the pay date of such payroll deductions, the Employer shall remit any deduction with a list showing the names, address, social security number and amount of the deduction withheld from the employees to AFSCME/Iowa Council 61.

**ARTICLE 18
TRANSFERS**

SECTION 1. DEFINITIONS:

- A. The "voluntary transfer" is defined as an employee initiated movement to a new or vacant job.
- B. An "involuntary transfer" is defined as a District initiated movement to a different job (new, current, or vacant).
- C. A "vacancy" exists when the District declares a job open and is defined exclusively by the District.
- D. A "job" is defined as an A.M. or P.M. route or the combination of more than one route for the position (job).

SECTION 2. REGULAR ROUTES: (Regular Routes - A.M. and P.M.; and all mid-day routes should be covered by this process).

- A. For bidding all jobs, all routes shall be posted seven calendar days prior to the date of bidding. Bidding will occur on the day of the initial bus drivers meeting, at the end of this meeting. Each job shall consist of at least one route and shall not be less than two hours in length. Some jobs may consist of a combination of A.M. and P.M. routes. Employees will be able to bid on these jobs and the bidder with the most seniority shall have the first bid. Bidder with the second highest seniority will have the second bid and this process shall continue until all jobs have been filled.

The Director of Operations & Maintenance or designee may reassign jobs per the involuntary transfer procedure when necessary.

B. MID-YEAR VACANCIES

Such vacancies as declared and defined by the District of which it desires to fill on a permanent basis during the school year, will be posted within ten (10) working days after the job is declared vacant. Bidding will be open for three (3) working days. Jobs will be awarded within ten (10) working days after bidding is closed. The effective date of such new job assignments may be delayed for lack of drivers or other legitimate reasons.

Employees desiring consideration for transfer shall file a written transfer request with the supervisor within the posting period. The District shall fill such vacancies on a seniority basis among those voluntary requests for transfer; however, the voluntary transfer may be denied to an employee whose performance record is such that the employee is not a good match for the position in the opinion of the District. An example would be an employee who has had previous disciplinary problems with students and the particular job is one wherein the employee's ability to handle disciplinary problems is important. Such voluntary transfer requests shall not be denied for arbitrary and capricious reasons.

C. FLEX POSITIONS

Employees who apply for open flex positions (positions where there is no specific permanent route assigned) will be considered ineligible for such position if they have been absent from work an average of five (5) days in the prior three school years. For those who have worked fewer than three years the average will be calculated based upon the years worked.

D. DISPATCHER POSITIONS

Procedures for posting open dispatcher positions shall follow the same rules as outlined in Article 18; Section B above except that the posting shall be open for a period of seven (7) calendar days. The district shall post open dispatcher positions and employees shall have the right to apply for such openings. The district shall first consider qualifications of the applicants. If qualifications are equal, the applicant with the greatest seniority shall be awarded the position.

E. INVOLUNTARY TRANSFERS

The Supervisor may reassign jobs of any kind if necessary to alleviate a disciplinary problem, or in a case of realignment or reduction in force, etc. Such an involuntary transfer shall

not be made arbitrarily and capriciously. When vacancies are created by involuntary transfer said vacancies shall be bid as indicated above.

ARTICLE 19 SEPARABILITY

The material in this Master Contract shall be subject in all respects to all present and future applicable laws, statutes, ordinances and regulations of the United States of America, the State of Iowa, and the municipalities in or through which this District operates. In the event any part or provision becomes null or void, the remaining portion shall remain in full force and effect.

Effective Date: July 1, 2006

Except where otherwise provided herein, this Agreement shall become effective July 1, 2006. It shall remain in full force and effect until the 30th day of June, 2009. There will be no re-opening of the contract for wages, benefits or language during the period of the Agreement.

Copies of the Master Contract will be given to each regular employee of the Association. Nothing may be changed without mutual consent by authorized representatives of both parties.

FOR THE DISTRICT:

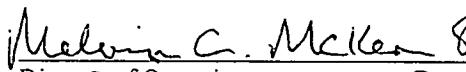
FOR THE ASSOCIATION:

 8/15/06

Director, Human Resources Date

 6/30/06


President Date

 8-21-06

Director of Operations Date
& Maintenance

 6/30/06

Vice-President Date

 8/22/06

School Board President Date

 8/18/06

Chief Negotiator Date